

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

Ellsworth Electric, Inc. \*

and \*

United States of America, for the \*

use of Ellsworth Electric, Inc. \*

88 West Lee Street \*

Hagerstown, Washington County, \*

Maryland 21740 \*

**Plaintiffs,** \*

**v. \* Civil Action No.**

IronBridge Construction, Inc. \*

13203 Channel View Drive \*

Chester, Virginia 23836 \*

Serve on: \*

David Shane Smith \*

LeclairRyan \*

919 East Main Sreet, 24<sup>th</sup> Floor \*

Richmond, Virginia 23219 \*

Arch Insurance Company \*  
300 Plaza Three, Fl 3  
Jersey City, New Jersey 07311-1107 \*

Serve on: \*  
CT Corporation System  
4701 Cox Road, Suite 285 \*  
Glen Allen, Virginia 23060  
\*

**Defendants.**

\*

\* \* \* \* \*

**COMPLAINT**

Ellsworth Electric, Inc. and United States of America, for the use of Ellsworth Electric, Inc. (“Ellsworth”), by and through their undersigned attorneys, Rhoads & Sinon LLP, sues IronBridge Construction, Inc. (“IronBridge”) and Arch Insurance Company (“Arch”), and for its causes of action states as follows:

**Facts Applicable to All Counts**

1. Ellsworth is a Maryland corporation with its principal place of business in Hagerstown, Maryland.
2. IronBridge is a Virginia corporation with its principal place of business in Chesterfield, Virginia.
3. On information and belief, Arch is a Missouri corporation with its principal place of business in Jersey City, New Jersey.

4. Venue is proper in this court because the work was performed in this district.

5. Jurisdiction is proper pursuant to the Miller Act, 40 U.S.C. §§ 3131-34.

6. On or about February 2, 2015, Ellsworth and IronBridge entered into a Subcontract Agreement (“the Contract”) whereby Ellsworth agreed to furnish labor, materials and equipment in connection with the demolition and installation of electrical, telephone, data and security systems as part of a renovation of the Department of Defense’s Raven Rock Mountain Complex in Pennsylvania (the “Project”). A copy of the Contract is attached hereto as Exhibit “A” and incorporated herein by reference.

7. IronBridge agreed to pay Ellsworth \$1,669,885.00 for the work and to pay for extra work performed and approved by it. With the extra work, the value of Ellsworth’s work increased to \$1,695,402.87. A copy of the Change Orders for the extra work are attached hereto as Exhibit “B” and incorporated herein by reference.

8. Ellsworth fulfilled all of the terms of the Subcontract Agreement and the extra work in a good and workmanlike manner.

9. IronBridge made partial payment to Ellsworth but remains indebted to Ellsworth in the total amount of \$598,102.85, plus interest.

10. Arch, as surety, issued a performance and payment bond in the penal sum of \$4,242,562.00, which bond guaranteed payment to subcontractors for all labor and materials supplied by them in connection with the Project.

Count I  
(Breach of Contract – IronBridge Construction, Inc.)

11. Ellsworth adopts and incorporates by reference paragraphs 1 through 9 of this Complaint as if set forth herein.

12. Despite repeated demands for, and assurances of, payment, IronBridge has failed and refused to pay Ellsworth the sum of \$598,102, plus interest, in breach of the Subcontract Agreement.

WHEREFORE, for the foregoing reasons, the Plaintiffs demand judgment against IronBridge Construction, Inc. and Arch Insurance Company in the amount of \$598,102.85, plus interest, costs and attorneys' fees.

Count II  
(Quantum Meruit – IronBridge Construction, Inc.)

13. Ellsworth adopts and incorporates by reference paragraphs 1 through 12 of this Complaint as if set forth herein.

14. The labor and materials supplied by Ellsworth to IronBridge at the Project is fairly and reasonably valued at \$1,695,402.87.

15. IronBridge has paid Ellsworth \$1,097,300.02 and unjustly enriched itself by receiving value of \$1,695,402.87, but not paying that amount, leaving a balance of \$598,102, plus interest.

WHEREFORE, for the foregoing reasons, the Plaintiffs demand judgment against IronBridge Construction, Inc. and Arch Insurance Company in the amount of \$598,102.85, plus interest, costs and attorneys' fees

Count III  
(Bond Obligation – Arch Insurance Company)

16. Ellsworth adopts and incorporates by reference paragraphs 1 through 15 of this Complaint as if set forth herein.

17. Arch issued a performance and payment bond, which guaranteed payment to subcontractors, including Ellsworth, for all labor and materials supplied by them at the Project. A copy of the Performance Bond is attached hereto as Exhibit "C" and incorporated herein by reference.

18. In accordance of the terms of the bonds, Arch is indebted to Ellsworth in the amount of \$598,102.85, plus interest.

WHEREFORE, for the foregoing reasons, the Plaintiffs demand judgment against IronBridge Construction, Inc. and Arch Insurance Company in the amount of \$598,102.85, plus interest, costs and attorneys' fees.

Respectfully submitted,

RHOADS & SINON LLP

Date: 09/22/2016

By: /s/ Dean F. Piermattei

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